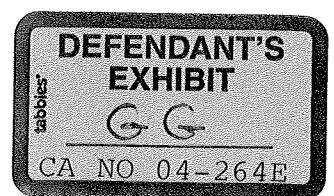


AGREEMENT  
BETWEEN  
FRANKLIN AREA SCHOOL DISTRICT  
AND THE  
FRANKLIN AREA EDUCATION ASSOCIATION

FRANKLIN, PENNSYLVANIA

2002-2008



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PREAMBLE

This Agreement is entered into this twenty third day of August, 2004, by and between the Board of Education of Franklin Area School District of Franklin, Pennsylvania, hereinafter called the "Board" and the Franklin Area Education Association, hereinafter called the "Association."

WITNESSETH:

**WHEREAS**, the Board and the Association have bargained in good faith with respect to wages, hours, terms and conditions of employment, and

**WHEREAS**, both parties aver that this Agreement sets forth the terms, conditions, and understandings to which each party agrees to be bound

It is hereby agreed as follows:

ARTICLE I  
RECOGNITION

A. Unit

The Board hereby recognizes the Franklin Area Education Association as the exclusive and sole representative for all employees included in the Bargaining Unit as certified and determined by the Pennsylvania Labor Relations Board as appropriate for collective bargaining at No. PERA-R-514-W and all amendments thereto.

The parties agree that the foregoing includes "Long-Term Substitutes" as defined in this Agreement.

ARTICLE II

TERMS OF THE AGREEMENT

A. Deadline Date

The term of this Agreement shall begin on July 2, 2004, and shall continue in full force and affect until June 30, 2008, and then shall thereafter automatically renew for one (1) year periods unless either party gives written notice to the other of intention to modify or terminate this Agreement. Such notice shall be given at least one hundred and eighty (180) days prior to the Board's budget submission date.

B. No Lockout-No Strike Provision

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act. As a condition of the various provisions of this Agreement, the employer pledges that it will not conduct or cause to be conducted, a lockout during the term of this Agreement, and the Association pledges that it will not conduct or cause to be conducted, a strike (as that term defined in the Act) during the term of this Agreement.

### ARTICLE III

#### GRIEVANCE PROCEDURES

##### A. Definition

###### 1. Grievance

A grievance is an alleged violation, misinterpretation or misapplication of the provisions of this collective bargaining Agreement.

###### 2. Aggrieved Person

An aggrieved person is the person or persons making the claim.

###### 3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

###### 4. Working Days

For the purpose of this Article, working days will consist of Monday through Friday excluding Saturdays, Sundays, and legal holidays.

##### B. Purpose

The parties to this Agreement agree that the purpose of the grievance procedure is an orderly and expeditious resolution at the lowest possible level of grievance arising out of the interpretation of the terms of this Agreement. It is agreed that this Agreement shall provide for a grievance procedure including a four (4) step process which is described in the following paragraphs.

##### C. Time Limits

The time limits indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. Procedure

Step I - Principal

The person or persons initiating the grievance shall first discuss it with his/her principal within fifteen (15) working days of the occurrence of the grievance. If no informal solution can be agreed upon, the alleged grievance shall be presented in writing within five (5) working days after the informal presentation and on a form mutually agreed to by the Association and the Board, to the first level supervisor (principal), who will respond within five (5) working days after presentation of the formal grievance.

Step II - Superintendent or Designee

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing with the Association. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Superintendent or his/her designee, who shall respond within five (5) working days after the presentation of the grievance.

Step III – Board of School Directors

If the action at Step II fails to resolve the grievance to the satisfaction of the aggrieved member of the Bargaining Unit, the Association may, within five (5) working days after receipt of the Superintendent's decision, choose to appeal the same to the Board of School Directors or move directly to Step IV-Arbitration, in the event that the Board of School Directors chooses to waive the hearing at this Step.

Should the member appeal to the Board of School Directors, the Board and the Association shall schedule and hold a meeting, at a mutually agreed upon time and place, on or before the next regularly scheduled meeting of the Board, and after receipt of the appeal of the decision reached at Step II. The Board of School Directors shall be represented at said meeting by no less than five (5) voting Board Members. The Board of School Directors or its committee shall respond in writing to the Association within five (5) working days after the conclusion of

the meeting. If the Board of School Directors intends to waive its right to a hearing at Step III, it shall notify the Association within five (5) working days of receipt of the Step III request and the grievance shall proceed directly to Step IV.

Step IV - Arbitration

- a. If no decision is rendered by the Board within five (5) working days, or if the aggrieved person is not satisfied with the disposition of his/her grievance at Step III, he/she may within five (5) working days of the Board or Superintendent's decision (whichever is applicable), request in writing that the Association submit his/her grievance to arbitration. If the Association so desires, it may submit the grievance to arbitration within 20 days after receipt of the request by the aggrieved person and shall notify the Board in writing of its intention to do so.
- b. Within ten (10) working days after written notice of submission to arbitration, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve within the specified period, request for a list of seven (7) arbitrators shall be made to the Pennsylvania Bureau of Mediation within five (5) working days by either party. Within five (5) working days of receiving said list, each party shall strike names until one name remains. The Board shall strike the first, third, and fifth names; the Association shall strike the second, fourth, and sixth names. The person remaining shall be the arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision which requires the

commission of an act prohibited by law or which adds to, subtracts from, modifies, or in any manner alters the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The costs for the services of the arbitrator shall be borne equally by the parties according to Section 903, Subsection (2). When an arbitrator may under this Agreement interpret any Federal or State statute or regulation that may apply to this Agreement, the arbitrator shall have no authority to render any award that would impose a penalty or punitive damage upon the District. Monetary awards in the above cases shall be limited to amounts necessary to "make whole" the grievant(s) for actual losses, plus appropriate statutory interest, if applicable.

E. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No Reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Administration directly and the processing of such grievance shall be commenced at level two.

F. Miscellaneous

a. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

b. Meetings and Hearings

All meetings and hearings under this grievance procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

c. Forms

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administration and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## ARTICLE IV

### RIGHTS OF PROFESSIONAL EMPLOYEES

A. Just Cause

No professional employee shall be reduced in rank or compensation, or disciplined, or reprimanded in writing, or rated unsatisfactory without just cause.

B. Required Meetings or Hearings

Whenever any professional employee is required to appear before the Superintendent, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, then he/she shall be given prior written notice of the reasons for such meeting or interview. This provision will not be construed to prevent the Association or the Board or its representative from investigating any charge against a professional employee or to confer informally with such employee prior or subsequent to such meeting or interview. Where any professional employee is required to appear for any such meeting or interview,

he/she shall be entitled to have a representative of the Association present to advise him/her and/or represent him/her. If any professional employee is suspended pending charges for dismissal and the charge is withdrawn or dismissed, the employee shall be entitled to full compensation for the period of suspension. All information forming the basis for disciplinary action will be made available to the professional employee and the Association.

C. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed for arbitrary or capricious reasons. The teacher will be informed in writing of any change in grades.

D. Criticism of Teachers, Administrators, and Board Members

Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students or parents. Any criticism of an administrator or board member by a teacher shall be made in confidence and not in the presence of students or parents. This in no way infringes on the rights of members of the Bargaining Unit from involvement in campaigning and/or support of candidates for the Franklin Area School District Board of Education.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Right to Information

The Board agrees to furnish to the Association access to all information concerning the financial resources of the District which is otherwise publicly available or a matter of public record. In addition, the Board will make available to the Association, those materials legally required as part of the Association's function as the collective bargaining agent. Further, the Association President or designated representative of the Association who attends a regular or special meeting of the Board shall be provided with a complete agenda of said meetings at the time such is available to the Board.

B. Released Time for Meetings

Whenever any member of the Bargaining Unit is required by the Board to participate during working hours in meetings or conferences in connection with negotiations or grievance proceedings, he/she shall suffer no loss in pay. This provision shall not be construed, however, to require the Board at any time to meet for such purposes during normal working hours.

C. Notice of Meetings

An agenda of any general or building faculty meeting shall be given to the employees involved at least three (3) days prior to said meeting with the understanding that additions to the agenda may be necessary before said meeting. The Association shall have the opportunity to suggest items for the agenda.

D. Franklin Area Education Association Expenses

All expenses of the Franklin Area Education Association shall be borne by the Association. The Association will be permitted to use the inter-school mail system, mail boxes, and meeting facilities without charge provided that the use of meeting facilities does not require extra custodial help. The Association will provide for its own office, secretarial help, and office and duplicating equipment and supplies. The Association will be permitted to place a duplicating machine in the Franklin Area Junior-Senior High School building.

## ARTICLE VI

### TEACHER WORK YEAR AND INSERVICE PROGRAM

A. Teacher Work Year and In-Service Program

The teacher's work year consists of 185 days. Students are in attendance 180 of these days; the other five are in-service days, the equivalent of one day of which is to be spent in one or a combination of the following: open house, orientation, in-service, departmental meetings, parent conferences, additional room preparation or other educational activities as agreed upon between the teacher and building principal.

In any year in which there is no county-wide in-service planned, there will be a second day spent in one or a combination of the following: in-service, departmental meetings, parent conferences, additional room preparation, or other educational activities as agreed upon between the professional employee and building principal.

B. Compensation for Days in Excess of School Work Year

Employees shall be compensated for each work day worked (unless otherwise agreed) in excess of the work year defined in Paragraph A above. Such compensation shall be computed in accordance with the following formula:

Teacher's Regular Yearly Salary      =      Compensation for each day in excess of school work year, Total number of days set forth in and shall be added to the employee's regular yearly salary Paragraph A above, per school year

C. Planning In-service Day Programs

The Association shall appoint a committee to meet with principals and the Superintendent or his/her designee, at mutually acceptable times, for the purpose of planning in-service day programs.

ARTICLE VII

TEACHING HOURS AND EXTRA DUTIES

A. Teacher Day

1. Length of Day

The teacher day shall be comprised of no more than seven and one-half (7 1/2) consecutive hours. Such hours shall be normally between 7:45 a.m. and 4:15 p.m. each day. However, a tolerance of fifteen (15) minutes shall be allowed at the beginning and the end of the day in the event the bus schedules cannot be adjusted to the 7:45 a.m. and 4:15 p.m. times.

2. Faculty Meetings

Faculty meetings shall not extend more than forty-five minutes in duration beyond the normal working day and shall be limited to no more than one (1) per month if held outside normal working hours. An agenda of any general or building faculty meeting shall be given to employees involved at least three (3) days prior to the meeting.

3. Service

A teacher's attendance at commencement and service on special committees shall be dependent upon his/her own sense of professional responsibility.

4. Lunch Periods

- a. As provided in Section 1504 of the School Code, all professional employees are entitled to a lunch period, free of supervision of other duties, of at least 30 minutes.
- b. Teachers may leave the building during their scheduled duty-free lunch periods. They must give oral notification of their departure and arrival to a member of the Administration or his/her designee.

B. Preparation Time

The Board and/or Administration will make a reasonable effort to provide daily preparation time in addition to their 30 minute duty free lunch period as follows: secondary teacher, grades 7-12, with at least five preparation periods per week (minimum 200 minutes preparation per week); elementary teachers (including teacher specialists) with a minimum of 200 minutes of preparation per week. Preparation time is defined as time when teachers will not be assigned to any other duties.

C. Secondary Teaching Load

A secondary teacher who is assigned to teach more than twenty-five (25) periods, including classes and labs, for a seven period day, or more than thirty (30) periods, including classes and labs, for an eight period day will be compensated at the rate of \$525 per nine (9) week period for each five (5) periods per week in excess of the twenty-five (25) or thirty (30) periods. Payment will be pro-rated for each period of less than five (5) periods per week. A supplemental contract (see Section D below) will be issued and payment will be made within three (3) weeks after the nine (9) week period.

D. Supplemental Contracts

A one-year supplemental contract will be issued for extracurricular, extra duty, and athletic assignments.

E. Extra Duty Compensation

Payment for extra duty shall be made according to the following schedule:

|                                                 |           |
|-------------------------------------------------|-----------|
| Head Teacher - per school year                  | \$1,500   |
| Department Chairperson                          | \$750     |
| Supervisors for early bus duty (30 minutes/day) | \$475/qtr |
| Supervisors for detention (4 days/week)         | \$500/qtr |
| Mentor Teacher                                  | \$600     |

1. Method of Payment

Compensation for head teachers will be added to the regular bi-weekly salary check.

Compensation for department chairmen, supervisors for early bus duty, supervisors for detention and mentor teacher will be paid in lump sums - one half to be paid on the last pay in November and one half to be paid on the last pay in May.

F. Extracurricular Activities1. Activities and Compensation

|                                                        |      |       |
|--------------------------------------------------------|------|-------|
| High School Marching Band Director                     | 2.00 | 2,592 |
| High School Marching Band Assistant Director           | 1.00 | 1,296 |
| Pep Band                                               | 0.35 | 454   |
| Elementary Band Directors                              | 0.25 | 324   |
| Broadcast (Musical) Director                           | 0.50 | 648   |
| Broadcast (Musical) Director Asst.                     | 0.25 | 324   |
| School Plays Director                                  | 0.50 | 648   |
| School Plays Music Director                            | 0.25 | 324   |
| School Plays Pit Conductor                             | 0.25 | 324   |
| School Plays Assistants (each)                         | 0.15 | 194   |
| B & B Players                                          | 0.35 | 454   |
| Middle School Talent Show                              | 0.30 | 389   |
| Assistant Middle School Talent Show Director           | 0.15 | 194   |
| Majorette Advisor                                      | 0.35 | 454   |
| Knightette Advisor                                     | 0.35 | 454   |
| Color Guard Advisor                                    | 0.35 | 454   |
| Assistant Majorette, Knightette and Colorguard Advisor | 0.30 | 389   |
| Senior Class Advisor                                   | 0.85 | 1,102 |
| Junior Class Advisor                                   | 0.80 | 1,037 |
| Sophomore Class Advisor                                | 0.70 | 907   |
| Freshman Class Advisor                                 | 0.60 | 778   |
| Youth for Understanding Advisor                        | 0.35 | 454   |
| Cheerleader Advisor (Football)                         | 0.85 | 1,102 |
| Cheerleader Advisor (Basketball, Vs/JV                 | 0.85 | 1,102 |
| Cheerleader Advisor (9th Gr.Basketball)                | 0.30 | 389   |
| Cheerleader Advisor (Wrestling)                        | 0.50 | 648   |
| Cheerleader Advisor (Girls Basketball)                 | 0.50 | 648   |
| Courtesy Club                                          | 0.35 | 454   |
| Franklinite Advisor - Publications                     | 0.90 | 1,166 |
| Franklinite Advisor - Business                         | 0.70 | 907   |
| National Honor Society                                 | 0.25 | 324   |
| Newspaper (Middle School)                              | 0.30 | 389   |
| Newspaper (Senior High) each                           | 0.45 | 583   |
| Radio Club                                             | 0.20 | 259   |
| Stage Crew (High School)                               | 0.60 | 778   |
| Assistant Stage Crew Advisor                           | 0.20 | 259   |
| Student Council (Middle School)                        | 0.60 | 778   |
| Student Council (Senior High)                          | 0.60 | 778   |
| Varsity Club (Boys)                                    | 0.35 | 454   |
| Knights Club (Girls)                                   | 0.35 | 454   |
| Debate Team Advisor                                    | 0.75 | 972   |
| Intramural Middle School Cheerleader Advisor           | 0.20 | 259   |
| Elementary Cheerleader Coordinator                     | 0.30 | 389   |
| Elementary Cheerleading Coach                          | 0.25 | 324   |
| Elementary Choir Director                              | 0.25 | 324   |
| Science Olympiad HS & MS                               | 0.50 | 648   |
| Elementary Yearbook Editor                             | 0.10 | 130   |
| Elementary Talent Show Director                        | 0.10 | 130   |

a. Method of Payment

Compensation for extracurricular activities described in paragraph F. (1) P. 11. (Activities and Compensation) shall be paid in lump sums in the last pay period in November, February, or May whichever date coordinates with termination of responsibilities. Compensation for year long extracurricular activities will be paid in lump sums - one half to be paid on the last pay in November and one half to be paid on the last pay in May.

2. Extra Duties Related to Extracurricular Activities and Compensation

|                 |                    |
|-----------------|--------------------|
| Bus Chaperons   | \$20.00 Each Event |
| Dance Chaperons | \$20.00 Each Event |

a. Method of Payment

Compensation for duties related to extracurricular activities described in paragraph two (2) above shall be paid within three (3) weeks after the teacher submits a claim for aforesaid payment with the principal.

3. Intramural Programsa. Compensation

|                                     |      |       | 1st<br>Year | 2nd<br>Year | 3rd Yr<br>\$1,000 | 4th & 5th<br>Years | 6th & 7th<br>Years | 8th & 9th<br>Years | 10th +<br>Years |
|-------------------------------------|------|-------|-------------|-------------|-------------------|--------------------|--------------------|--------------------|-----------------|
|                                     |      | Index | 75%         | 90%         | 100%              | 110%               | 121%               | 133.00%            | 146.00%         |
| <b>Senior High Intramural Coach</b> | 0.50 | \$375 | \$450       | \$500       | \$550             | \$605              | \$666              | \$732              |                 |
| <b>Middle School</b>                |      |       |             |             |                   |                    |                    |                    |                 |
| Football Coach, Coordinator         | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Basketball Coach, Coordinator       | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Wrestling Coach, Coordinator        | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Volleyball Coach, Coordinator       | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Softball Coach, Coordinator         | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Track Coach, Coordinator (Boy)      | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Track Coach, Coordinator (Girls)    | 0.70 | 525   | 630         | 700         | 770               | 847                | 931                | 1,022              |                 |
| Intramural Coach                    | 0.30 | 225   | 270         | 300         | 330               | 363                | 399                | 438                |                 |
| <b>Elementary Basketball - B/G</b>  |      |       |             |             |                   |                    |                    |                    |                 |
| Coach, Coordinator                  | 1.00 | 750   | 900         | 1,000       | 1,100             | 1,210              | 1,330              | 1,460              |                 |
| Coach                               | 0.50 | 375   | 450         | 500         | 550               | 605                | 665                | 730                |                 |
| Coordinator                         | 0.65 | 488   | 585         | 650         | 715               | 787                | 865                | 949                |                 |
| <b>Elementary Wrestling</b>         |      |       |             |             |                   |                    |                    |                    |                 |
| Coach, Coordinator                  | 1.00 | 750   | 900         | 1,000       | 1,100             | 1,210              | 1,330              | 1,460              |                 |
| Coach                               | 0.50 | 375   | 450         | 500         | 550               | 605                | 665                | 730                |                 |
| Coordinator                         | 0.65 | 488   | 585         | 650         | 715               | 787                | 865                | 949                |                 |
| <b>Elementary Softball</b>          |      |       |             |             |                   |                    |                    |                    |                 |
| Coach, Coordinator                  | 1.00 | 750   | 900         | 1,000       | 1,100             | 1,210              | 1,330              | 1,460              |                 |
| Coach                               | 0.50 | 375   | 450         | 500         | 550               | 605                | 665                | 730                |                 |
| Coordinator                         | 0.65 | 488   | 585         | 650         | 715               | 787                | 865                | 949                |                 |

b. Method of Payment

Compensation for intramural positions shall be paid in lump sums in the last pay period in November, February, or May, whichever date coordinates with termination of responsibility.

4. Athleticsa. Absence Due to Interscholastic Events

The principals will provide certified personnel to cover classes for those coaches who must absent themselves from class due to a scheduled interscholastic event upon receipt of written notification at least two (2) school days in advance of the absence. The athletic

director will provide principals with a list of days and/or times that coaches will be absent - Fall, Winter, Spring sports seasons.

b. Athletic Department and Compensation

| <b>ATHLETICS</b>             |       | 1st<br>Year    | 2nd<br>Year | 3rd Yr<br>\$3,677 | 4th & 5th<br>Years | 6th & 7th<br>Years | 8th & 9th<br>Years | 10th & 11th<br>Years | 12th +<br>Years |
|------------------------------|-------|----------------|-------------|-------------------|--------------------|--------------------|--------------------|----------------------|-----------------|
|                              | Index | 75%            | 90%         | 100%              | 110%               | 121%               | 133%               | 146%                 | 150%            |
|                              |       |                |             |                   |                    |                    |                    |                      |                 |
| <b>Athletic Director</b>     |       |                |             |                   |                    |                    |                    |                      |                 |
| Athletic Director            | 1.40  | 3,861          | \$4,633     | \$5,148           | \$5,663            | \$6,229            | \$6,846            | \$7,515              | \$7,722         |
| Asst. Athletic Director      | 0.70  | \$1,931        | \$2,316     | \$2,574           | \$2,832            | \$3,114            | \$3,423            | \$3,758              | \$3,861         |
| Asst. Athletic Director      | 0.70  | \$1,931        | \$2,316     | \$2,574           | \$2,832            | \$3,114            | \$3,423            | \$3,758              | \$3,861         |
| <b>Football</b>              |       |                |             |                   |                    |                    |                    |                      |                 |
| Head Football Coach          | 1.00  | <b>\$2,758</b> | \$3,309     | \$3,677           | \$4,045            | \$4,449            | \$4,890            | \$5,368              | \$5,516         |
| VS Asst./Head Coach          | 0.80  | \$2,206        | \$2,647     | \$2,942           | \$3,236            | \$3,559            | \$3,912            | \$4,294              | \$4,412         |
| Varsity Assistant            | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| Varsity Assistant            | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| Jr. VS Head Coach            | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| Jr. VS Assistant             | 0.60  | \$1,655        | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| Jr. High Head Coach 9th      | 0.55  | \$1,517        | \$1,820     | \$2,022           | \$2,225            | \$2,447            | \$2,690            | \$2,952              | \$3,034         |
| Jr. High Assistant 9th       | 0.50  | \$1,379        | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| <b>Basketball-Boys/Girls</b> |       |                |             |                   |                    |                    |                    |                      |                 |
| Head Coach                   | 0.90  | \$2,482        | \$2,978     | \$3,309           | \$3,641            | \$4,004            | \$4,401            | \$4,831              | \$4,964         |
| Jr. Varsity Coach            | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| Varsity Assistant            | 0.60  | \$1,655        | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| Jr. High Coach               | 0.55  | \$1,517        | \$1,820     | \$2,022           | \$2,225            | \$2,447            | \$2,690            | \$2,952              | \$3,034         |
| 8th Grade Coach              | 0.50  | \$1,379        | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| 7th Grade Coach              | 0.45  | \$1,241        | \$1,489     | \$1,655           | \$1,820            | \$2,002            | \$2,201            | \$2,416              | \$2,482         |
| <b>Wrestling</b>             |       |                |             |                   |                    |                    |                    |                      |                 |
| Head Coach                   | 0.90  | \$2,482        | \$2,978     | \$3,309           | \$3,641            | \$4,004            | \$4,401            | \$4,831              | \$4,964         |
| Asst. to Head Coach          | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| Junior High Coach            | 0.55  | \$1,517        | \$1,820     | \$2,022           | \$2,225            | \$2,447            | \$2,690            | \$2,952              | \$3,034         |
| Asst. Jr. High Coach         | 0.50  | \$1,379        | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| <b>Swimming</b>              |       |                |             |                   |                    |                    |                    |                      |                 |
| Head Coach                   | 0.90  | \$2,482        | \$2,978     | \$3,309           | \$3,641            | \$4,004            | \$4,401            | \$4,831              | \$4,964         |
| Asst. To Head Coach          | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| <b>Track-Boys/Girls</b>      |       |                |             |                   |                    |                    |                    |                      |                 |
| Head Coach                   | 0.82  | \$2,262        | \$2,713     | \$3,015           | \$3,317            | \$3,648            | \$4,010            | \$4,402              | \$4,523         |
| Asst. to Head Coach          | 0.65  | \$1,793        | \$2,151     | \$2,390           | \$2,629            | \$2,892            | \$3,179            | \$3,489              | \$3,585         |
| Asst. Coach                  | 0.60  | \$1,655        | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| 7th & 8th Grade Head Coach   | 0.50  | \$1,379        | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |

| <u>ATHLETICS (con't)</u>      |       | 1st<br>Year | 2nd<br>Year | 3rd Yr<br>\$3,677 | 4th & 5th<br>Years | 6th & 7th<br>Years | 8th & 9th<br>Years | 10th & 11th<br>Years | 12th +<br>Years |
|-------------------------------|-------|-------------|-------------|-------------------|--------------------|--------------------|--------------------|----------------------|-----------------|
|                               | Index | 75%         | 90%         | 100%              | 110%               | 121%               | 133%               | 146%                 | 150%            |
| <b><u>Baseball</u></b>        |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.80  | \$2,206     | \$2,647     | \$2,942           | \$3,236            | \$3,559            | \$3,912            | \$4,294              | \$4,412         |
| Assistant Coach               | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| Jr. Varsity                   | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| <b><u>Softball</u></b>        |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.80  | \$2,206     | \$2,647     | \$2,942           | \$3,236            | \$3,559            | \$3,912            | \$4,294              | \$4,412         |
| Assistant Coach               | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| Jr. Varsity                   | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| 7th & 8th Grade Head Coach    | 0.50  | \$1,379     | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| 7th & 8th Grade Asst. Coach   | 0.45  | \$1,241     | \$1,489     | \$1,655           | \$1,820            | \$2,002            | \$2,201            | \$2,416              | \$2,482         |
| <b><u>Volleyball</u></b>      |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.80  | \$2,206     | \$2,647     | \$2,942           | \$3,236            | \$3,559            | \$3,912            | \$4,294              | \$4,412         |
| Assistant Coach               | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| Jr. Varsity                   | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| 7th & 8th Grade Head Coach    | 0.50  | \$1,379     | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| 7th & 8th Grade Asst. Coach   | 0.45  | \$1,241     | \$1,489     | \$1,655           | \$1,820            | \$2,002            | \$2,201            | \$2,416              | \$2,482         |
| <b><u>Golf</u></b>            |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.50  | \$1,379     | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| <b><u>Cross Country**</u></b> |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.80  | \$2,206     | \$2,647     | \$2,942           | \$3,236            | \$3,559            | \$3,912            | \$4,294              | \$4,412         |
| Asst. Coach                   | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |
| 7th & 8th Grade Head Coach    | 0.50  | \$1,379     | \$1,655     | \$1,839           | \$2,023            | \$2,225            | \$2,445            | \$2,684              | \$2,758         |
| ** Increase not retroactive   |       |             |             |                   |                    |                    |                    |                      |                 |
| <b><u>Tennis</u></b>          |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.70  | \$1,931     | \$2,316     | \$2,574           | \$2,832            | \$3,114            | \$3,423            | \$3,758              | \$3,861         |
| <b><u>Soccer</u></b>          |       |             |             |                   |                    |                    |                    |                      |                 |
| Head Coach                    | 0.80  | \$2,206     | \$2,647     | \$2,942           | \$3,236            | \$3,559            | \$3,912            | \$4,294              | \$4,412         |
| Assistant Coach               | 0.60  | \$1,655     | \$1,985     | \$2,206           | \$2,427            | \$2,669            | \$2,934            | \$3,221              | \$3,309         |

b. Provisions Pertaining to Athletic Dept. Salary Schedule

(1) For the purpose of this salary schedule, experience is defined as experience in this school district in that particular sport. In addition, credit may be given to newly hired head coaches for up to 5 years experience as a head coach in the same sport from another school district.

(2) When an athletic employee moves to a higher job position within a sport, he/she must receive additional compensation of at least \$200.

(3) Letters of intent to continue in athletic positions shall be submitted to the principal by March 31. All open athletic positions will be posted as of April 1. Applications will be received through April 30. Each athletic employee appointed by the principal shall be notified in writing by that principal by no later than the last day of school.

(4) All athletic salaries shall be paid in a lump sum according to the following pay schedule, as long as all responsibilities are completed, in a separate check from the regular teachers salary check.

Fall Sports Season

Football, Golf, Cross-Country, Volleyball

First pay period in November

Winter Sports Season

Basketball, Wrestling, Swimming

Last pay period in February

Spring Sports Season

Track, Softball, Baseball, Tennis

Last pay period in May

Athletic Director and Assistant Athletic Directors will have their salaries divided to make two (2) equal payments, one in each of the Fall and Spring sports season.

ARTICLE VIII

TRANSPORTATION

A. Transporting Pupils

Teachers shall not use their personal automobile to drive students to activities which take place away from the school building except in the event the Board determines to provide at its expense, adequate and appropriate insurance coverage for a teacher transporting pupils in his/her personal automobile. If the Board so

determines such, a teacher may volunteer to transport pupils and will receive the mileage allowance set forth in Section B of this Article for approved trips. A teacher may volunteer to drive students to such activities using vehicles provided by the District with the advance approval of his principal or immediate supervisor.

B. Reimbursement for Travel Expense

Teachers required in the course of their work to drive personal automobiles from one school building to another in the same day shall receive a car allowance equal to the maximum rate allowable by IRS for income tax purposes as fixed in publication 463 or publications replacing it. This rate shall apply unless limited to a lower amount by state law in which case teachers shall be reimbursed at the maximum rate allowable by state law.

C. Accident Insurance for Driver Education Teachers

The Board shall provide and maintain appropriate accident insurance in the amount of \$20,000 to cover each Driver Education teacher in the event his/her death occurs while he/she is operating or is a passenger in a vehicle which is used for Driver Education.

## ARTICLE IX

### PROFESSIONAL ASSIGNMENTS

A. Limitations

Teachers shall not be assigned outside the scope of their teaching certification except in an emergency. If such an assignment is made, the Superintendent shall immediately make application for an emergency certificate.

B. Notification of Teaching Assignment

All teachers shall be given written notice of their tentative assignment for the forthcoming school year no later than the last day of the preceding school year.

Elementary: Teachers shall be given written notice of their teaching schedules including building and grade level for the forthcoming school year no later than the preceding July 15.

Secondary and Special Area Teachers: These teachers shall be given written notice of their teaching schedules for the forthcoming school year no later than the preceding July 15. Said notification shall include the teacher's schedule including the building(s), number of classes, subject(s), and grade level(s).

In the event that a change in a teacher's schedule is proposed, the teacher affected will be promptly notified in writing and be given the right to meet with the Administration to discuss said change.

C. Additional Assignments

Any assignments to extracurricular, extra duty, athletic, or mentor teacher positions, in addition to the normal teaching schedule during the regular school year, shall not be obligatory but shall be with the consent of the teacher.

If an insufficient number of teachers volunteer for the position of mentor teacher, then a teacher may be assigned.

D. Extra Duty Assignments

When adult education programs, evening school, summer school and home teaching are offered in the district, preference in staffing the teaching positions shall be given to the professional employees of the district before appointment of any applicant from outside the school district.

For all openings for positions in evening school and summer school, the Superintendent shall give each teacher written notification. Such notification for summer school shall be provided not later than May 1 May 15. For evening school, teachers shall be notified not later than September for the Fall term and not later than January for the Spring term, and teachers shall be notified of the action taken on this request for assignment not later than one week before the evening school commences. Home teaching openings shall be posted as they occur.

E. Basis on Which Assignments Made

Assignments to positions specified in Paragraph C and D of this Article IX will be made on the basis of the applicant's eligibility and qualifications. If eligibility and qualifications between or among applicants for any such position are equal, assignment thereto will be made according to (seniority) length of the service in the district.

## ARTICLE X

### VACANCIES AND TRANSFERS

A. Request for Transfer

Requests by a professional employee for transfer to a different class, building, or position shall be made in writing to the Superintendent. The application shall set forth the reasons of transfer, the school, grade or

position sought, and the applicant's academic qualifications. In acting upon such requests, the Superintendent will consider the time of the request, qualifications, and past performance of the teacher, the teacher's length of service in the district, effect upon the instructional program and the availability of the position.

B. Notice of Vacancies

(1) Notice of Vacancies

The District declares its support of filling vacancies including vacancies in teaching, guidance, extracurricular and athletic positions, from within its own teaching staff. Whenever a vacancy arises which in the discretion of the District is to be filled, the Superintendent shall post the vacancy notice in each of the District's school buildings and if a vacancy occurs during the summer when school is not in session, written notification of the vacancy shall be sent to each appropriate teacher. Such notice shall be posted within fifteen (15) days of knowledge of a vacancy and shall be posted no less than three (3) weeks before the position is filled. Employees who wished to be considered for a vacancy will be notified of the appointment within ten days after it is made. Notice of any new position shall be accompanied by a job description, necessary qualifications and salary. All qualifications being equal, including building principal's recommendation, length of service in the district (seniority) shall be the deciding factor.

(2) Mid-Year and Late Summer Vacancies

When vacancies occur during the school year or three weeks prior to the beginning of the school year which in the discretion of the District are to be filled, all such vacancies may be posted and filled on a permanent basis or may be filled on a temporary basis by hiring a temporary professional employee or a professional employee.

All vacancies filled on a temporary basis may be declared vacant at any time, but no later than the end of the school year and shall be posted in accordance with Section B.1 of this Article. If the position is filled temporarily, the temporarily hired employee shall be notified of their status and of this contractual provision.

(3) Volunteers

For vacancies provided for in Article VII, Section F, Subsections 1, 2, 3 & 4, the District may fill any of these positions with other applicants or volunteers if there are no qualified bargaining unit members who apply. If a vacancy is filled by an other applicant or volunteer, the position shall be considered vacant at the end of the year and properly posted. However, if the position has been filled by the same individual for two (2) consecutive years, it will no longer be considered vacant at the end of the second or succeeding years.

C. Involuntary Transfers

Involuntary transfers of any employee will be made for the good of the district's educational program and will not be made for arbitrary or discriminatory reasons. In cases of any involuntary transfer, the teacher affected will be promptly notified in writing.

## ARTICLE XI

### EMPLOYEE EVALUATION

A. General Criteria

In the event the Board's representatives make any evaluation or observation of a teacher which is reduced to writing and is to be placed in the teacher's personnel folder, the teacher will receive a copy of the evaluation and initial the original. In the event an unsatisfactory observation is filed, the person making the observation will make a specific suggestion for improvement. Upon the request of either party, the person making the evaluation or observation will confer with the teacher to discuss the matter. The employee will have the right to respond in writing to any evaluation and this response will be filed with the evaluation form.

B. Personnel File

If any written report in reference to a teacher's conduct, service, character, or personality is placed in the teacher's personnel file, he/she shall be entitled to review such document and confer with the person who wrote the report. The teacher shall, within ten working days, affix his/her signature to all such documents which signature shall constitute acknowledgment that he/she has read and reviewed all such documents with the express understanding that such signature in no way indicates agreement with the contents thereof. Said teacher will have the right to respond in writing to any such report, which response will be filed with any such report. A teacher

may have the option of using the complaint procedure as stated in Article XII, Paragraph E, to challenge the placement of such a report in the personnel file.

C. Personnel File Access

Contents Available - Any employee shall have the right upon request, to review the contents of his/her personnel file and to receive copies at their own expense of any documents contained therein. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

D. Personnel File Purge

After six years of employment within the district, employees may remove from their files anything which is three years old and has not been used in a disciplinary action.

## ARTICLE XII

### "MEET AND DISCUSS" PROCEDURE

A. Liaison Committee

The Association may select a Liaison Committee consisting of up to three (3) members for each school building which shall meet with the building principal during the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Such meetings will be held upon the request of the committee or the building principal.

B. Meetings to Review the Administration of Agreement

Representatives designated by the Board and the Association may meet during the school year upon the request of either party for the purpose of reviewing the administration of this Agreement. These meetings are not intended to bypass or substitute for the Grievance Procedure.

Each party shall submit to the other a tentative agenda covering matters they wish to discuss at least three (3) days prior to the meeting.

Representatives of the Association shall be relieved of assigned instructional responsibility during review meetings if they are scheduled during the school day.

C. "Meet and Discuss" Procedure

The parties to this Agreement agree to comply with Article III, Section 301, Item 17 of Act 195, Public Employee Relations Act.

Within one month of the signing of the Agreement, each party will name three members to the Meet and Discuss Committee for the upcoming year: at least one of whom shall be a member of the Franklin Area School Board, and one of whom shall be the Chairperson of the Professional Rights and Responsibilities Committee of the Association. The Committee shall meet monthly during the term of this Agreement unless a meeting is rescheduled, canceled or postponed by mutual agreement. The first meeting of the year shall be held the first Tuesday of September in the Library of the Franklin Middle-Senior High School. At that meeting, monthly meetings shall be mutually scheduled for the rest of the year.

Proposed agenda shall be exchanged at least five days prior to each meeting.

At the first meeting of the Committee, a secretary shall be selected by the permanent members of the Committee. The secretary shall keep minutes of the meetings. These minutes shall be duplicated and distributed to all members of the Committee and all members of the Board within one week of the meeting and shall also be posted in each of the district's buildings.

Both parties agree that the number in attendance, exclusive of the permanent Meet and Discuss Committee, shall be determined on a need-to-attend basis.

One of the functions of the Committee shall be mutually agreed upon solutions to be submitted to the Board and recommended for consideration as Board policy when appropriate.

A report on action relative to recommendations and/or the effectiveness of solution(s) implemented shall be presented at the meeting immediately following discussion of said item by the appropriate party.

D. Mandatory Topics for Consideration

1. School Calendar

Prior to the recommendation of the school calendar to the Franklin Area Board of Education, the topic of the school calendar will be placed on the agenda for "Meet and Discuss" sessions and suggestions and concerns of the Association will be considered in developing a

recommendation on the school calendar. The Administration will inform the Association prior to consideration of the school calendar.

2. Choice of Insurance Carrier

Choice and/or change of insurance carriers shall be discussed through "Meet and Discuss." Any proposed change in insurance carriers shall be discussed at least 60 days prior to the time the change is to take place. A meeting with the carrier representatives for the purpose of reviewing the proposed change shall be arranged upon the request of either party, subject to the availability of the representatives. Any recommendation to the Board of Education for a change in insurance carriers shall be in mutual agreement of the Meet and Discuss Committee. Any change in insurance carriers will be at no additional cost to the school district resulting from the change.

E. Complaint Procedure

1. Definition

a. Complaint

A complaint is an alleged violation, misinterpretation or misapplication of any rule, order, policy, or regulation of the Board; any applicable state education laws; any unilateral decision in advance of either policy which adversely affects the conditions or circumstances under which a teacher works.

b. Complainant

A complainant is the person or persons making the complaint.

2. Purpose

The purpose of the procedure is to secure at the lowest possible level equitable solutions to non-contractual problems. Both parties recognize the need for continuance of good Staff-Administration-Board relationships.

3. Procedure

Level 1 - The complainant shall first discuss his complaint with his/her principal within five (5) working days after he/she is initially affected by said

complaint. If desired, the complainant may at that time involve the Association or its representative in the complaint. If no informal solution can be agreed upon, the complaint shall be presented in writing on a Notice of Complaint within five (5) working days after the informal presentation and on a form provided by the employer to the first level supervisor (principal), who will respond in writing within two (2) working days after presentation of the Notice of Complaint. Such Notice of Complaint will be mutually developed by Association and Board representatives.

Level 2 - If the action in Level 1 above fails to resolve the complaint to the satisfaction of the complainant, the complainant shall refer the complaint to the Superintendent's office within five (5) working days of receipt of the principal's reactions. The Superintendent or his/her designee shall reply in writing to the complainant within five (5) working days of receipt of the Notice of Complaint.

Level 3 - If the action in Level 2 fails to resolve the complaint to the satisfaction of the complainant, the complaint shall be referred to the Board of Education within five (5) working days of receipt of the Superintendent's reactions. The Board or a committee of the Board will schedule a hearing for the purpose of considering the complaint within fifteen (15) working days of the receipt of the Notice of Complaint. The Board will respond in writing with a final decision within three (3) working days of the hearing.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only those who have a definite bearing on the complaint and those designated or selected representatives.

F. Election of Procedure

In all cases where an employee may proceed under either the complaint procedure outlined in this Article or under the grievance outlined in Article III of this agreement, the employee shall be required to elect under which Article the employee wishes to proceed. An employee shall not be permitted to pursue both the Grievance (Article III) procedure and Complaint (Article XII) procedure either concurrently or consecutively to address the same issue or set of issues.

## ARTICLE XIII

ILLNESS OR DISABILITYA. Absence from Duty Due to Illness or Accidental Injury

Whenever a member of the Bargaining Unit is prevented by illness or accidental injury from following his or her occupation, the school district shall pay to said employee for each day of absence, the full salary to which the employee may be entitled as if said employee was actually engaged in the performance of duty to the limit of accumulative sick days explained in the next item.

B. Accumulative Sick Leave Days

1. On the opening day of the school year, the Board shall credit each teacher with five (5) sick leave days beyond the state mandated ten (10) days. Said five (5) days shall be used only after the mandated accumulated sick leave days are exhausted. The unused portion of all sick leave allowance shall be cumulative without limitation. Only the accumulated sick leave which is mandated by the School Code of 1949 as amended shall be transferable to another school district.
2. For the purpose of this section, the work year is defined as outlined under Article VI – Teacher Work Year. The following cash bonus incentive will be paid to members of the bargaining unit for non-use of sick leave days. Such payment shall be made after the close of the first semester and after the close of each particular school year on or before the pay in March and/or August or upon final receipt of all absentee forms submitted to the Payroll Department, and based upon the number of sick leave days for which professional employees are eligible and entitled to take during that particular school year. This Article does not negate the right to accumulate sick

leave pursuant to the other provisions of this Agreement (the employee does not "lose" the days described herein.)

| <u>Personal Illness Leave Days</u> | <u>Taken First Semester</u> | <u>Personal Illness Leave Days</u> | <u>Taken Full Year</u> |
|------------------------------------|-----------------------------|------------------------------------|------------------------|
| <u>Days Taken</u>                  | <u>Bonus</u>                | <u>Days Taken</u>                  | <u>Bonus</u>           |
| <u>0</u>                           | <u>\$150</u>                | <u>0</u>                           | <u>\$200</u>           |
| <u>1</u>                           | <u>\$100</u>                | <u>1</u>                           | <u>\$150</u>           |
| <u>2</u>                           | <u>\$50</u>                 | <u>2</u>                           | <u>\$100</u>           |
|                                    |                             | <u>3</u>                           | <u>\$50</u>            |

3. Members of the Bargaining Unit who are employed after the beginning of particular school year, and who work a minimum of one-half (1/2) of the contract days, shall be entitled to reimbursement based on non-use of sick leave first semester schedule.

| <u>Personal Illness Leave Days</u> | <u>Taken First Semester</u> |
|------------------------------------|-----------------------------|
| <u>Days Taken</u>                  | <u>Bonus</u>                |
| <u>0</u>                           | <u>\$150</u>                |
| <u>1</u>                           | <u>\$100</u>                |
| <u>2</u>                           | <u>\$50</u>                 |

C. Leave of Absence

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay until the end of the school year. Such leave may be extended upon written request of the teacher.

D. Notification of Accumulation of Sick Leave

In compliance with Section 1154 of the School Code, teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

E. Days Not Charged

The Pennsylvania Workmen's Compensation Act provides disability benefits to teachers incurring injury arising in the course of his/her employment in the school district. However, compensation (weekly disability) through workmen's compensation is not payable for the first seven (7) days of disability unless the disability exceeds fourteen (14) days. The school district will continue regular salary compensation and not charge to sick leave these first seven (7) days of disability. However, if the disability exceeds the fourteen (14) days limitation

so that the first seven days are eligible for workmen's compensation, the district will not be liable for salary for these seven (7) days. In the event disability exceeds fourteen (14) days, repayment for the first seven (7) days may be deducted from the first pay following the employee's return to work, or may, at the option of the employee, be spread throughout the remaining pays in the current budget year.

#### ARTICLE XIV

##### TEMPORARY LEAVES OF ABSENCE

###### A. Personal and Emergency

Teachers shall be credited with two (2) days personal leave with pay for legal, business, household, family or emergency matters which require absence during school hours. Written notice to the teacher's principal or other immediate supervisor for personal leave other than emergency shall be made at least one (1) day before taking such leave. Said written notice shall not state the reason for taking such leave. Unused personal leave days shall be cumulative up to five days. Emergency leaves dictate notification as soon as possible. Personal leave days shall be subject to the following limitations:

1. No more than 10% of the teachers from any one building may be granted such leaves on any one day.
2. Requests shall be granted on a first-come, first-served basis.
3. Personal leaves may not be granted for any day during the first five (5) student days or teacher in-service, professional development, or curriculum development days immediately preceding a school year or the last five (5) student days or teacher in-service, professional development, or curriculum development days at or near the end of the school year.

###### B. Professional Business

Teachers shall be entitled to request up to three (3) days with pay per school year for professional business. Leaves for professional business may be granted if benefit to the school district can be justified. A teacher desiring such leaves must secure written approval from the Superintendent.

C. Family Illness Leave

Teachers shall be entitled to use a maximum of five (5) days with pay per year of the five (5) sick leave days granted by the school district beyond the State mandated ten (10) days for illness of his/her immediate family or near relative. Immediate family is defined as father, mother, brother, sister, son, daughter, grandchild, husband, wife, parent-in-law, a near relative who resides in the same household, or any person with whom the employee has made his/her home. A near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

D. Jury Duty or Appearing as a Witness

A teacher called for jury duty or subpoenaed as a witness before any judicial or administrative tribunal or required to testify as a named defendant in any legal proceeding connected with his/her teaching employment, shall be provided leave and shall be compensated for the difference between his/her teacher pay and the pay received for the performance of such obligation.

E. Child Care, Child Rearing or Adoption Leave

An unpaid leave of up to one (1) year shall be granted to an employee, upon written application, for the purpose of child-care, child-rearing or adoption.

Such leave shall commence on a date established by the employee and shall be requested at least thirty (30) days prior to the commencement of the leave. The 30 day notice shall be waived in cases of adoption when the adopter has had no prior notice by adoption agency.

While on leave, the employee is entitled to use any or all of her accumulated sick leave with pay for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. The school district may require that requests for use of sick leave while on maternity leave be supported by a physician's statement.

Upon return from leave, the employee shall return to the same position held prior to the leave if the position exists. If the same position does not exist, assignments shall be made as if the employee had never taken said leave. If the employee returns from leave in the middle of the school term, the District may assign the employee to a substantially equivalent position for the remainder of the school year.

The District shall be notified in writing at least thirty (30) days prior to the termination of leave of anticipated return to employment.

F. Conferences of Affiliates

Teachers shall be entitled to up to a total of five (5) days per school year for representatives of the Association to attend conferences or conventions of state and/or national affiliated organizations. The Association President shall be entitled to an additional four (4) days of paid leave to attend to the functions of her/his office. A representative requiring such leave shall notify his/her principal or immediate supervisor at least five (5) days in advance of such leave. The Association shall bear the costs of the substitutes by reimbursing the board after such leave is taken.

G. Sabbatical Leave

Teachers who have completed ten (10) years of satisfactory service as a professional employee in a public school system of the Commonwealth of Pennsylvania shall be entitled to a sabbatical leave of absence for the restoration of health, professional development or classroom occupational exchange. At least five (5) consecutive years of service shall have been in the Franklin Area School District. Such leave of absence shall be for one-half or full school term at the option of the teacher. Thereafter, one sabbatical leave of absence shall be allowed after each seven (7) years of service. Teachers granted a sabbatical leave shall receive one-half (1/2) of their regular salary under one of the following pay options which shall be designated by the teacher in writing at the time such leave is requested as hereinafter provided:

1. Teachers may receive one-half (1/2) of their regular salary during the period they are on sabbatical leave; or
2. Teachers who are granted a sabbatical leave for the second half-term of a school year may receive 3/4 of their regular salary for both terms of that year.

Requests for sabbatical leaves shall be made in writing at least thirty (30) days before such leave is to commence (except in the case of illness). Requests for sabbatical leaves shall be given preference according to the years of service since the previous sabbatical leave of the applicant.

The number of sabbatical leaves granted by the Board of School Directors shall be limited to 10 percent (10%) of the number of persons eligible for such leave regularly employed in the district.

Teachers on sabbatical leave shall be required to submit quarterly reports of activities while on leave.

H. Death Leave

For death in the immediate family, employees shall be permitted a maximum of four (4) days leave. If the employee receives notice of the death while at work, he/she will be excused from work without loss of pay for the remainder of that normal work day in addition to the leave herein provided. "Immediate family" of an employee is defined as parent, brother, sister, child, spouse, grandchild, parent-in-law, son/daughter-in-law, grandparent, or near relative who resides in the same household or any person with whom the employee makes his/her home. Further, if the Franklin ESPA#2 of the Franklin SPA negotiates more such days, the improvement will be effective the same date that the earliest change takes effect in either of the Collective Bargaining Agreements.

For death of a near relative, a maximum of one (1) day of leave for such employee will be permitted. A "near relative" of an employee is defined as first cousin, aunt, uncle, niece, nephew, or brother/sister-in-law.

Additional time may be granted by the Superintendent or his/her designee if it is deemed necessary due to unusual circumstances or travel involved.

I. Professional Leave

A leave of absence of up to one (1) year may be granted to any teacher, upon written application, for the purpose of participating in exchange teaching programs in other states, territories or countries; for participation in foreign or military teaching programs; for participation in the Peace Corps, Job Corps, and similar federal programs as a full-time participant; or for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. If specified and requested in that application, said leave may be granted for a period in excess of the one (1) year if the program requires a greater length of participation.

Upon return from such leave, the teacher shall be placed at the same position on the salary schedule he/she would have been had he/she taught in the District during such period. Leaves under this Section shall be determined in the order in which applications are received.

J. Family and Medical Leave

## 1. General Entitlement

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations, including the following clarifying provisions. Members of the Bargaining "Unit" shall not receive salary during such leave, but are, in accordance with the Act, entitled to "Employment Benefits" as defined therein, including but not limited to: group life, health, dental and vision insurance as well as sick leave and educational benefits. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed to the employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this Agreement or are guaranteed by statute, except as specifically provided herein. All definitions within this section shall correspond to those defined in the Act and its regulations.

## 2. Spouses

If both spouses are employed by the District, each employee shall be individually entitled to all FMLA leave rights. However, both spouses may not use leave concurrently for the same FMLA qualifying purpose.

## 3. Leave Year Calculation Method

The calculation of the leave year (12-month period) shall begin on July 1 of each year.

## 4. Notice by the Employee

Notice of an employee's intent to take FMLA leave shall be given in accordance with the Act. The employer shall not deny an employee's leave request solely because the requisite notice under the Act was not provided by the employee.

K. Other Leaves

Other leaves of absence with or without pay may be granted by the Board upon written request.

L. Return from Leave

With respect to leaves granted under Sections E, G, J, and K such benefits to which a teacher was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave, and credits

toward sabbatical eligibility, shall be restored to him/her upon his/her return as fully as if he/she had never taken such leave.

M. Extensions and Renewals

All requests by a teacher for leaves or for extensions or renewals of leaves shall be applied for in writing. All such requests shall be granted or denied by the Board in writing.

N. Fringe Benefits

Except for FMLA Leave, the term of an unpaid leave granted in this Article, the Board shall continue to provide said employee with any or all fringe benefits available (if not legally prohibited) to an active employee as fully as though said employee were in active duty by permitting the person on leave to pay the cost for said benefits. Such premiums shall be paid on a quarterly basis to the school district.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Payment Per Graduate Credit Hour

The Board shall pay the cost of graduate credit hours to each employee for graduate credit hours earned from September through September subject to the following limitations:

During the school year, payment will be limited to three (3) credit hours per semester unless the teacher obtains prior written approval from the Superintendent. Teachers must obtain advance approval in writing on the appropriate forms from the Superintendent to register for courses when the Board payment per credit is desired.

A grade of B or better must be achieved and a transcript or grade report must be filed in the central office along with a copy of a receipt indicating cost of credits, before such payment shall be made. Payment shall be made in a lump sum within thirty (30) days after submission of transcript or grade report and a copy of receipt of payment of credits.

B. Payment of Other Incurred Expenses

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, conventions, or other such sessions which a teacher is requested by the Administration or Board to take or attend.

## ARTICLE XVI

## USE OF REGULAR TEACHERS AS SUBSTITUTES

In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitutes. Volunteers and assigned teachers shall receive compensation at a rate calculated in accordance with the following formula:

Daily Rate divided by the  
Number of periods = Period Rate

1 X Period Rate = Payment for each period that a secondary teacher is used as a substitute in addition to his/her regular salary.

Daily Rate divided by the  
No. of Minutes/day = Minute Rate  
Per Article VII (Length of Day)

1 X Minute Rate = Payment for each minute that an elementary teacher is used as a substitute in addition to his/her regular salary.

Such compensation shall be paid within two (2) weeks after the teacher submits, to the principal, a claim for said payment.

## ARTICLE XVII

## PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

#### A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

## B Support of Board

The Association and the Board recognize that in the proper exercise of his/her duties, a teacher may be compelled to take corrective measures against students. The Board also recognizes that a teacher may suffer

physical injury and/or damage to personal property as a result of an assault. The parties agree that when a teacher finds himself/herself in such situations and has acted properly, the teacher will receive the support of the Board. Such support shall include compensation for personal injury or damages, and each case will be handled upon its individual merit.

C. Reporting Assault

All incidents of school-connected assaults upon students or Board personnel, including teachers, shall be reported to the Superintendent through the principal. Any reasonable request from the teacher for information in the possession of the Superintendent related to the incident or the person(s) involved shall be granted.

D. Reimbursement for Loss or Damage to Teacher's Personal Property

When a teacher is required by or receives the prior approval of the building principal to bring a specified article of the teacher's personal property into a school building for use as an aid in teaching or the performance of clerical duties, the District will reimburse that teacher for loss or damage to said article while in that school building up to a maximum of \$500.00 upon and under the following terms and conditions:

1. That the loss or damage is not occasioned by the action or negligence of the teacher;
2. That the article, its value, the school building into which it is to be brought, and the date or time period on or during which it is to be or remain in said school building, are specified on a form provided by the District, countersigned by the teacher and the building principal, and placed on file in the office of the building principal prior to the date the article is to be brought into the school building, which form shall also be countersigned by the teacher and the building principal at the time said article is removed undamaged from the school building.
3. That any damage to such an article for which reimbursement is claimed be reported to the building principal within twenty-four hours of its occurrence and prior to the removal of the article from the school building, and any loss of such an article for which reimbursement is claimed be so reported immediately and in no event later than twenty-four (24) hours after such loss is discovered.
4. That the building principal verifies the eligibility for reimbursement in accordance with the provisions of this Paragraph D.

## ARTICLE XVIII

INSURANCEA. Hospitalization

The Board shall pay all but the following employee contributions (which employee contributions shall be payroll deducted) toward the monthly premium for either individual or "family" coverage (the term "family" includes eligible employees and their eligible dependents) for group health insurance benefits for those eligible employees who elect to enroll in the programs as follows:

i. PPO Plan

|                                |        |                   |
|--------------------------------|--------|-------------------|
| Monthly Employee Contribution: | Single | -\$ 0.00 -        |
|                                | Family | -\$ 30.00 -       |
|                                |        | (\$360.00 annual) |

ii. Indemnity Plan

|                                |        |                   |
|--------------------------------|--------|-------------------|
| Monthly Employee Contribution: | Single | -\$ 17.00 -       |
|                                |        | (\$204.00 annual) |
|                                | Family | -\$ 47.00 -       |
|                                |        | (\$564.00 annual) |

Under the indemnity plan, major medical lifetime maximum coverage will be \$1 Million per person.

Life flight helicopter and ambulance coverage will be at 100 percent (100%) coverage. Hospitalization coverage for those employees enrolled in the program shall be no less than the coverage during the 1981-82 school year.

The benefits, coverages, and payments for the services provided under the indemnity plan shall be as provided in the summary plan documents for the plan in existence at the time of this Agreement. The indemnity plan is summarized and attached as Appendix "G".

If the District wishes to change the preferred provider(s), it will make a proposal through Meet and Discuss.

Effective with the date of this Agreement, the major medical coverages for the PPO Plan shall be as provided on the summary plan documents provided to the Association, including such co-pays and deductibles as are set forth therein. Hospitalization coverage for professional employees and their dependents is subject to the description of benefits provided in the summary plan documents. Further, effective with the date of this Agreement and at least on an annual basis hereafter (in accordance with the terms and conditions established by the plan provider), employees shall have the opportunity to elect to enroll in either of the applicable programs set forth above, which election shall continue until the established annual date for the opportunity to change

programs. The enrollment period shall run until 30 days prior to January 1 with an effective enrollment date of January 1 of each following year.

The current network used in the PPO Plan shall be that of the Blue Cross "Preferred Blue" Plan Network. If the District wishes to change the preferred providers or the network, it will make a proposal through Meet and Discuss.

The benefits, coverages, and payments for the services provided under the PPO plan shall be as provided in the summary plan documents for the plan in existence at the time of this Agreement. The PPO plan is summarized and attached as Appendix "H".

B. Life Insurance

The Board shall provide for all members of the Bargaining Unit, actively at work and eligible for coverage, effective on the first day of the calendar month following the date hereof, on a fully paid basis, term life insurance and accidental death and dismemberment coverage in the total amount of \$70,000. An additional \$70,000 term life insurance may be purchased at the expense of the employee through payroll deductions subject to the terms and conditions of the District's insurance carrier.

C. Dental Insurance

The District shall provide for all members of the Bargaining Unit, eligible for coverage on a fully paid basis, individual dental coverage and a contribution of \$12.28 per month per employee toward the premium of a family dental insurance program.

The dental program will provide diagnostic and preventative at 100% UCR; basic restorative, simple extraction, oral surgery, endodontic, periodontal, denture repair and denture relining at 80% UCR; and major restorative and orthodontic at 50% UCR. The maximum paid by the insurance coverage will be \$500/person per contract year and a \$500 per child lifetime orthodontic maximum.

This revised plan shall go into effect December 1, 1986.

D. Vision Care

Effective September 1, 1990, the Franklin Area School District will contribute up to \$4.00/month toward the premium of individual vision care insurance for all members of the Bargaining Unit who are eligible for coverage.

## ARTICLE XIX

### DEDUCTIONS FROM SALARY

#### A. Insurance, Annuities, etc.

The Board shall deduct, on request of a teacher, for health insurance, life insurance, annuities, and/or government bonds if set up on a monthly schedule of four (4) months or more. No new vendors will be added for payroll deduction unless at least 5 employees request the deduction.

#### B. Charitable Contributions

Upon request of a teacher, the Board will deduct for charitable contributions. Deductions for such contributions will not be less than two and one-half dollars (\$2.50) per pay period, nor shall such contributions be deductible for less than ten (10) pay periods or more than fifteen (15) pay periods. No new vendors will be added for payroll deduction unless at least 5 employees request the deduction.

#### C. Association Dues

The Board shall deduct from the salaries of its teachers, dues for the Franklin Area Education Association, the Pennsylvania State Education Association, the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions will be made in sixteen (16) installments as nearly equal as is practicable beginning in October of each year. Said moneys together with records of any corrections shall be transmitted to the treasurer of the Franklin Area Education Association by the tenth of each month following the month in which deductions were made. The Association's treasurer shall disburse such moneys to the appropriate association.

## ARTICLE XX

### PROFESSIONAL COMPENSATION

#### A. Salary Schedule

The basic salaries for members of the Bargaining Unit for the regular work year, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07 and 2007-08 are set forth in Schedules A, B, C, D, E, and F. Salary schedules are attached to and incorporated in the Agreement.

B. Method of Payment

Each employee covered by the provisions of this Agreement shall receive their annual salary in twenty-six (26) equal payments paid bi-weekly. Except for those electing to use electronic transfer (direct deposit), when a pay date falls on a school holiday, the pay date shall be advanced to the last school day immediately preceding. However, an exception to this rule may be made in the event an extended holiday, such as Easter or Christmas, would require the pay date to be advanced one full week. In such cases, the pay date may be advanced to the Wednesday immediately preceding the regularly scheduled pay date. For those electing to use electronic transfer (direct deposit), the pay date shall be no later than the regularly scheduled pay date.

If an employee so desires, he/she shall receive, upon request, his/her salary for June, July, and August on the first pay date immediately following the close of school.

C. Retirement Bonus

Any teacher who has been employed in the Franklin Area School District for his/her last ten (10) years of service prior to retirement shall receive a retirement bonus equal to one hundred (100) dollars per year for each year of service in the district. A teacher must notify the Superintendent of his/her intent to retire 60 days prior to the date his/her retirement is to become effective. Said bonus shall be added to the teacher's last year's salary on his/her May salary checks.

D. Evening School, Summer School, Homebound Instruction Compensation

Teachers assigned to evening school, summer school, and/or home bound instruction shall be compensated at the hourly rate of \$24.00.

E. Masters Degree

All teachers obtaining a masters degree or a masters equivalent as approved by the Department of Education prior to September 30 shall be placed on the proper schedule and step at the beginning of the school year. Teachers obtaining such degrees during the first half of the school year shall be placed on the proper schedule and step at the beginning of the second semester.

F. Early Retirement

An employee may elect to retire prior to the eligible date of retirement with full superannuation benefits, or the mandated age, whichever is applicable, at the end of any school year following the attainment of age 55, upon and subject to the following conditions:

1. He/she must have completed the most recent twenty-five (25) years of service in the Franklin Area School District.
2. He/she must provide written notification of intent to retire hereunder to the Superintendent no later than the last day of school of the year preceding that in which said retirement will occur.

The District will compensate any employee exercising this early retirement election, in addition to his/her normal salary for the final year of service at the rate of \$218 per year of service, capped at 25 years (\$5,450). This benefit will be added to the employee's May salary check immediately preceding the effective date of early retirement.

G. Early Retirement Insurance

The Board will maintain the individual and family hospitalization program specified in ARTICLE XVIII

A. Hospitalization for employees meeting the requirements outlined in ARTICLE XX F. Early Retirement. Each employee will be required to contribute toward his/her individual premium an amount equal to the health insurance premium assistance which the employee is entitled to receive from the Public School Employees Retirement System. The Board will contribute up to \$175.00 per month toward the balance of the individual premium and dependent premium of the employee. For those employees retiring after July 2, 2004, the contribution rate will be increased to \$200 per month. Such maintenance shall be on the same basis as if the retiree were a fully employed and active employee of the district and shall continue until such time as the retiree becomes eligible for the Federal Medicare program for the elderly.

H. Special Education

All special education teachers shall receive an additional two hundred dollars (\$200) added to each step of the salary schedule.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

#### A. Separability

This Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the Bargaining Unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision.

#### B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### C. Board Rights

The Board reserves all rights and powers conferred upon it by the Constitution and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

#### D. Waivers and Modifications

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any items whether contained herein or not, during the life of this Agreement.

However, should a mutually accepted amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be executed by both parties, and ratified by the Board and the Association where necessary.

#### E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, or hereafter employed.

F. Long-Term Substitute

1. A. A "Long-Term Substitute" is a "substitute" as defined in the Public School Code of the Commonwealth of Pennsylvania and who will be employed as a "long-term substitute" for the purpose of replacing the same temporary professional employee or professional employee or filling the same temporary vacancy in a given school year for forty-five (45) consecutive work days or more in a given school year.
- B. When a substitute is hired for a bargaining unit employee who is on a leave of absence and the District has knowledge that he/she will be employed for a period of forty-five (45) consecutive work days or more in any contractual school year, or if there is no initial knowledge of how long the substitute will be employed but does, in fact, work for more than forty-five (45) days in the same position, that substitute becomes a Long-Term Substitute who is part of the bargaining unit.
- C. Such Long-Term Substitutes under this Agreement shall be placed on Step One of the contracted salary schedule and shall be treated per the Collective Bargaining Agreement, except as excluded below.
- D. In instances where the District does not have knowledge of the length of time that the substitute will be employed at the time of initial employment, the District shall, at the time the substitute has worked for forty-five (45) consecutive work days in the same position, trigger the employee into the bargaining unit with all rights spoken to in this Agreement, except as excluded below, beginning on the forty-sixth (46<sup>th</sup>) day of employment (except as excluded herein). Such employees shall be retroactively placed on the First Step of the contract salary schedule.
- E. If a Long-Term Substitute employee eligible under this Agreement is hired or rehired as a Long-Term Substitute in a consecutive year, without a break in service, she/he will be moved to the next step of the salary schedule from the step where the Long-Term Substitute employee was placed in the preceding year.

F. Continued Status.

Long-Term Substitute status once earned shall continue in effect for so long as the Long-Term Substitute continues to meet the definition set forth above and will terminate automatically in the event of:

- a. Return to work of the regular bargaining unit employee for whom the Long-Term Substitute is substituting; or
- b. The death or resignation of the regular bargaining unit employee for whom the Long-Term Substitute is substituting (except the status will continue while a temporary vacancy exists in the position where a Long-Term Substitute was placed at the time of the death or resignation); or
- c. The resignation of the Long-Term Substitute; or
- d. Termination of the employment of the Long-Term Substitute in accordance with the terms of this Section; or
- e. Valid termination.

G. All provisions of the Collective Bargaining Agreement shall be applicable to Long-Term Substitutes, except for the following:

- a. Article VI. A. - Teacher Work Year.

(NOTE: This shall be applied either in whole or in part, pro-rata, depending on the circumstances of the amount of days required, but Long-Term Substitutes shall attend in-service days which are scheduled during their service as a Long-Term Substitute.)

- b. Article IX. B. - Notification of Teaching Assignment.
- c. Article XIII. A and C.

It is understood that sick leave days (Section B) will be pro-rated based on length of Long-Term Substitute service compared to the length of the teachers' work year and that if the Long-Term Substitute is hired into a full-time position without a break in service from the Long-Term Substitute position, such employee will be allowed to accumulate unused sick leave days earned during consecutive Long-Term Substitute service.

It is understood that "personal" leave days and "emergency" leave days will be proportioned based on length of Long-Term Substitute service compared to the length of the teachers' work year.

Article XIV, B, F, G, I.

d. Article XV, A and B.

e. Article XX, A and B - are modified by the provisions set forth herein. As to Section F, such provisions are applicable only when the Long-Term Substitute employee is hired as a regular full-time employee, and it is understood and agreed that Long-Term Substitute service as defined herein shall count toward such eligibility as required under Section F.

ARTICLE XX11

DURATION OF AGREEMENT

A. Effective Agreement

This Agreement shall be effective as of July 2, 2004 and shall continue in full force and effect until June 30, 2008 subject to the Association's right to negotiate over a successor Agreement as defined in Public Employee Relations Act in Article II of this Agreement.

B. Signatures

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following addresses:

1. If by the Bargaining Unit to the Board, at:

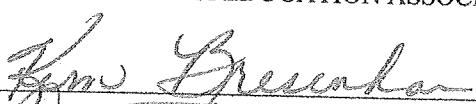
Franklin Area School District  
Central Administration Office  
417 13th Street  
Franklin, PA 16323

2. If by the Board to the Bargaining Unit, at:

Franklin Area Education Association  
c/o current FAEA President  
P. O. Box 405  
Franklin, PA 16323

WITNESS the due execution of this Agreement this 23rd day of August 2004.

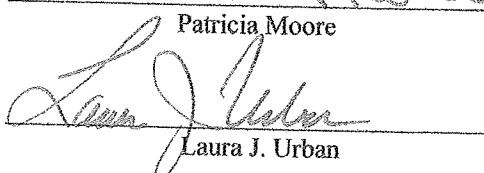
FRANKLIN AREA EDUCATION ASSOCIATION

  
Kim Bresenhan

Candace Blackhurst

FRANKLIN AREA SCHOOL DISTRICT

  
Patricia Moore

  
Laura J. Urban

## Appendix A

Franklin Area School District  
2002-2003

| Step | B.S.   | Masters<br>Equiv.<br>or M.Ed. | Masters<br>Equiv. +24<br>or<br>M.Ed. +24 |
|------|--------|-------------------------------|------------------------------------------|
| 1    | 31,175 | 32,175                        | 32,525                                   |
| 2    | 31,475 | 32,475                        | 32,825                                   |
| 3    | 31,975 | 32,975                        | 33,325                                   |
| 4    | 33,225 | 34,225                        | 34,575                                   |
| 5    | 34,550 | 35,550                        | 35,900                                   |
| 6    | 36,400 | 37,400                        | 37,750                                   |
| 7    | 38,900 | 39,900                        | 40,250                                   |
| 8    | 41,400 | 42,400                        | 42,750                                   |
| 9    | 43,900 | 44,900                        | 45,250                                   |
| 10   | 46,400 | 47,400                        | 47,750                                   |
| 11   | 48,900 | 49,900                        | 50,250                                   |
| 12   | 50,719 | 51,730                        | 52,084                                   |
| 13   | 52,539 | 53,561                        | 53,918                                   |

## Service Increment:

\$500 will be added to the salary of teachers having completed twenty-five years of service.

\$1,100 will be added to the salary of teachers having completed thirty years of service.

## Appendix B

Franklin Area School District  
2003-2004

| Step | B.S.   | Masters<br>Equiv.<br>or M.Ed. | Masters<br>Equiv. +24<br>or<br>M.Ed. +24 |
|------|--------|-------------------------------|------------------------------------------|
| 1    | 31,562 | 32,568                        | 32,920                                   |
| 2    | 31,862 | 32,868                        | 33,220                                   |
| 3    | 32,162 | 33,168                        | 33,520                                   |
| 4    | 33,419 | 34,425                        | 34,777                                   |
| 5    | 34,752 | 35,758                        | 36,110                                   |
| 6    | 36,613 | 37,618                        | 37,970                                   |
| 7    | 39,127 | 40,133                        | 40,485                                   |
| 8    | 41,642 | 42,648                        | 43,000                                   |
| 9    | 44,156 | 45,162                        | 45,514                                   |
| 10   | 46,671 | 47,677                        | 48,029                                   |
| 11   | 49,186 | 50,191                        | 50,543                                   |
| 12   | 51,015 | 52,032                        | 52,388                                   |
| 13   | 52,845 | 53,873                        | 54,233                                   |
| 14   | 53,721 | 54,766                        | 55,132                                   |

## Service Increment:

\$500 will be added to the salary of teachers having completed twenty-five years of service.

\$1,100 will be added to the salary of teachers having completed thirty years of service.

## Appendix C

Franklin Area School District  
2004-2005

| Step | B.S.   | Masters<br>Equiv.<br>or<br>or M.Ed. | Masters<br>Equiv. +24<br>or<br>M.Ed. +24 |
|------|--------|-------------------------------------|------------------------------------------|
| 1    | 32,705 | 33,716                              | 34,070                                   |
| 2    | 33,005 | 34,016                              | 34,370                                   |
| 3    | 33,305 | 34,316                              | 34,670                                   |
| 4    | 33,605 | 34,616                              | 34,970                                   |
| 5    | 34,945 | 35,956                              | 36,310                                   |
| 6    | 36,816 | 37,828                              | 38,182                                   |
| 7    | 39,345 | 40,356                              | 40,710                                   |
| 8    | 41,873 | 42,885                              | 43,239                                   |
| 9    | 44,402 | 45,413                              | 45,767                                   |
| 10   | 46,930 | 47,942                              | 48,296                                   |
| 11   | 49,459 | 50,470                              | 50,824                                   |
| 12   | 51,299 | 52,322                              | 52,680                                   |
| 13   | 53,139 | 54,173                              | 54,535                                   |
| 14   | 54,795 | 55,861                              | 56,234                                   |

## Service Increment:

\$500 will be added to the salary of teachers having completed twenty-five years of service.

\$1,100 will be added to the salary of teachers having completed thirty years of service.

## Appendix D

Franklin Area School District  
2005-2006

| Step | B.S.   | Masters<br>Equiv.<br>or M.Ed. | Masters<br>Equiv. +24<br>or<br>M.Ed. +24 |
|------|--------|-------------------------------|------------------------------------------|
| 1    | 33,816 | 34,830                        | 35,184                                   |
| 2    | 34,116 | 35,130                        | 35,484                                   |
| 3    | 34,416 | 35,430                        | 35,784                                   |
| 4    | 34,716 | 35,730                        | 36,084                                   |
| 5    | 35,016 | 36,030                        | 36,384                                   |
| 6    | 36,891 | 37,905                        | 38,259                                   |
| 7    | 39,425 | 40,438                        | 40,793                                   |
| 8    | 41,959 | 42,972                        | 43,327                                   |
| 9    | 44,492 | 45,506                        | 45,861                                   |
| 10   | 47,026 | 48,040                        | 48,394                                   |
| 11   | 49,560 | 50,573                        | 50,928                                   |
| 12   | 51,404 | 52,428                        | 52,787                                   |
| 13   | 53,248 | 54,284                        | 54,646                                   |
| 14   | 55,891 | 56,978                        | 57,359                                   |

## Service Increment:

\$500 will be added to the salary of teachers having completed twenty-five years of service.

\$1,100 will be added to the salary of teachers having completed thirty years of service.

## Appendix E

Franklin Area School District  
2006-2007

| Step | B.S.   | Masters<br>Equiv.<br>or<br>or M.Ed. | Masters<br>Equiv. +24<br>or<br>M.Ed. +24 |
|------|--------|-------------------------------------|------------------------------------------|
| 1    | 35,657 | 36,678                              | 37,035                                   |
| 2    | 35,957 | 36,978                              | 37,335                                   |
| 3    | 36,257 | 37,278                              | 37,635                                   |
| 4    | 36,557 | 37,578                              | 37,935                                   |
| 5    | 36,857 | 37,878                              | 38,235                                   |
| 6    | 37,157 | 38,178                              | 38,535                                   |
| 7    | 39,709 | 40,730                              | 41,087                                   |
| 8    | 42,261 | 43,282                              | 43,639                                   |
| 9    | 44,813 | 45,834                              | 46,191                                   |
| 10   | 47,365 | 48,386                              | 48,743                                   |
| 11   | 49,917 | 50,938                              | 51,295                                   |
| 12   | 51,774 | 52,806                              | 53,167                                   |
| 13   | 53,631 | 54,674                              | 55,040                                   |
| 14   | 56,978 | 58,087                              | 58,475                                   |

## Service Increment:

\$500 will be added to the salary of teachers having completed twenty-five years of service.

\$1,100 will be added to the salary of teachers having completed thirty years of service.

## Appendix F

Franklin Area School District  
2007-2008

| Step | B.S.   | Masters<br>Equiv.<br>or M.Ed. | Masters<br>Equiv. +24<br>or<br>M.Ed. +24 |
|------|--------|-------------------------------|------------------------------------------|
| 1    | 38,095 | 39,121                        | 39,480                                   |
| 2    | 38,395 | 39,421                        | 39,780                                   |
| 3    | 38,695 | 39,721                        | 40,080                                   |
| 4    | 38,995 | 40,021                        | 40,380                                   |
| 5    | 39,295 | 40,321                        | 40,680                                   |
| 6    | 39,595 | 40,621                        | 40,980                                   |
| 7    | 39,895 | 40,921                        | 41,280                                   |
| 8    | 42,459 | 43,485                        | 43,844                                   |
| 9    | 45,023 | 46,049                        | 46,408                                   |
| 10   | 47,587 | 48,613                        | 48,972                                   |
| 11   | 50,151 | 51,177                        | 51,536                                   |
| 12   | 52,017 | 53,054                        | 53,417                                   |
| 13   | 53,883 | 54,931                        | 55,298                                   |
| 14   | 58,117 | 59,247                        | 59,643                                   |

## Service Increment:

\$500 will be added to the salary of teachers having completed twenty-five years of service.

\$1,100 will be added to the salary of teachers having completed thirty years of service.

## FRANKLIN SCHOOL DISTRICT

HIGHMARK TRADITIONAL PLAN  
Group Number - 51182

| <u>BENEFITS</u>                                                                                                                  |                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>DEDUCTIBLE</u>                                                                                                                |                                                                                                                                                                                                                  |
| Individual                                                                                                                       | 100.00 med and 100 rx eff 1-1-03 sec, aides,custodians, cafeteria wrks; eff 1-1-05 for teach and admin<br>200.00 med and 200 rx eff 1-1-03 sec, aides,custodians, cafeteria wrks; eff 1-1-05 for teach and admin |
| Family<br>Excludes: Amounts over "Usual and Customary"                                                                           |                                                                                                                                                                                                                  |
| <u>COINSURANCE</u>                                                                                                               | 80%                                                                                                                                                                                                              |
| <u>DEDUCTIBLE CARRY OVER FOURTH QUARTER</u>                                                                                      | YES                                                                                                                                                                                                              |
| <u>OUT-OF-POCKET MAXIMUM</u>                                                                                                     | None                                                                                                                                                                                                             |
| INCLUDES: Deductible and co-insurance<br>EXCLUDES: Outpatient psychiatric treatment, and amounts over the "Usual and Customary". |                                                                                                                                                                                                                  |
| <u>LIFETIME MAXIMUM</u><br>(excluding substance abuse)                                                                           | \$1,000,000                                                                                                                                                                                                      |
| <u>BENEFIT PERIOD</u>                                                                                                            | Calendar Year                                                                                                                                                                                                    |
| <u>STUDENT AGE EXTENSION</u>                                                                                                     | Age 26 for full-time student                                                                                                                                                                                     |
| <u>HOSPITAL EXPENSES (pre-admission Certification Required)</u>                                                                  |                                                                                                                                                                                                                  |
| Room & Board (including maternity)                                                                                               | 100%                                                                                                                                                                                                             |
| Lab, X-ray Services and Diagnostic Medical Procedures                                                                            | 100% UCR                                                                                                                                                                                                         |
| <u>PHYSICIAN IN-HOSPITAL EXPENSES</u>                                                                                            |                                                                                                                                                                                                                  |
| Consultation (inpatient) Limited to one per Consultant during any one Inpatient stay                                             | 100% UCR                                                                                                                                                                                                         |
| Inpatient visits                                                                                                                 | 100% UCR                                                                                                                                                                                                         |
| Surgery                                                                                                                          | 100% UCR                                                                                                                                                                                                         |
| Anesthesiology                                                                                                                   | 100% UCR                                                                                                                                                                                                         |
| Obstetrics (newborn care)                                                                                                        | 100% UCR                                                                                                                                                                                                         |
| <u>PHYSICIAN OUTPATIENT EXPENSES</u>                                                                                             |                                                                                                                                                                                                                  |
| Office Visits                                                                                                                    | 80% after deductible                                                                                                                                                                                             |
| Chiropractic Services                                                                                                            | 80% after deductible                                                                                                                                                                                             |
| Outpatient Surgery                                                                                                               | 100% UCR                                                                                                                                                                                                         |
| Oral Surgery (partial/total impacted teeth)                                                                                      | 100% UCR                                                                                                                                                                                                         |

| <b>EMERGENCY SERVICES</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hospital Emergency Room for accident                                                     | 100% if treated within 72 hours                                                                                                                                                                                                                                                                                                                                                                         |
| Hospital Emergency Room or Urgent Care Facility for minor emergency care illness         | 100% if treated within 48 hours                                                                                                                                                                                                                                                                                                                                                                         |
| <b>MENTAL HEALTH SERVICES</b>                                                            |                                                                                                                                                                                                                                                                                                                                                                                                         |
| Inpatient Benefits                                                                       | 100% UCR (30 days inpatient care during 12 consecutive months) over 30 days under mm, max payment is \$32.00<br>50% after deductible (maximum allowable charge \$40.00)                                                                                                                                                                                                                                 |
| Outpatient Benefits                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>SUBSTANCE ABUSE SERVICES</b> (State Mandated)                                         |                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Inpatient Benefits</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                                         |
| Detox                                                                                    | 100% UCR (7 days per admission.<br>Lifetime maximum of 4 admission per lifetime.)                                                                                                                                                                                                                                                                                                                       |
| Rehab                                                                                    | 100% UCR (30 days per calendar year. These days may not be exchanged for outpatient service)                                                                                                                                                                                                                                                                                                            |
| <b>Outpatient Benefits</b>                                                               |                                                                                                                                                                                                                                                                                                                                                                                                         |
| Rehab                                                                                    | 100% UCR (60 full session visits or partial session visits per calendar year. A maximum of 30 of these visits may be exchanged on a two-for-one basis, to secure up to 15 additional days per calendar year of non-Hospital Inpatient residential and rehabilitation services beyond the otherwise applicable calendar year limit of 30 days for such service. Lifetime maximum of 120 session visits.) |
| <b>MISCELLANEOUS EXPENSES</b>                                                            |                                                                                                                                                                                                                                                                                                                                                                                                         |
| Lab & X-ray (non-hospital)                                                               | 100% UCR                                                                                                                                                                                                                                                                                                                                                                                                |
| Physical Therapy (Outpatient hospital)                                                   | 100% UCR first 21 visits in 12 Consecutive Months-<br>rest under major medical.                                                                                                                                                                                                                                                                                                                         |
| Physical Therapy (Outpatient non-hospital)                                               | 80% after deductible                                                                                                                                                                                                                                                                                                                                                                                    |
| Ambulance                                                                                | 80% after deductible (100% UCR BASIC CROSS<br>BENEFIT FOR HOSPITAL AMBULANCE<br>SERVICE)                                                                                                                                                                                                                                                                                                                |
| Durable Medical Equipment and Prosthetic Device<br>(rental not to exceed purchase price) | 80% after deductible                                                                                                                                                                                                                                                                                                                                                                                    |
| Diabetic Supplies                                                                        | 80% after deductible                                                                                                                                                                                                                                                                                                                                                                                    |
| Skilled Nursing Facility                                                                 | 100% UCR (2 days of Skilled Nursing Facility care are available for each unused day of the Hospital Benefit Period.)                                                                                                                                                                                                                                                                                    |
| Home Health Care (facility)                                                              | 100% UCR (100 visits in 12 consecutive month period.)                                                                                                                                                                                                                                                                                                                                                   |
| Home Health Care                                                                         | 80% after deductible after the 100th visit.                                                                                                                                                                                                                                                                                                                                                             |
| <b>PRESCRIPTIONS</b>                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                          | 80% under major medical after deductible.<br>Free standing at pharmacy and split ded between med and rx. See above ded info.                                                                                                                                                                                                                                                                            |

## Summary of PPOBlue Benefits

A PPO, or Preferred Provider Organization, offers two levels of benefits. If you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels.

### Franklin Area School District

| Benefit                                                     | In-Network                | Out-of-Network                                                     |
|-------------------------------------------------------------|---------------------------|--------------------------------------------------------------------|
| <b>Deductible</b>                                           |                           |                                                                    |
| Individual                                                  | None                      | \$125                                                              |
| Family                                                      | None                      | \$375                                                              |
| <b>Payment Level/Coinsurance</b>                            | 100%                      | 80% after deductible until out-of-pocket maximum is met; then 100% |
| <b>Annual Out-of-Pocket Maximums</b>                        | None                      | \$625                                                              |
|                                                             | None                      | \$1,250                                                            |
| <b>Annual Maximum</b>                                       |                           | \$2.5 Million                                                      |
| <b>Lifetime Maximum</b>                                     |                           | \$6 Million                                                        |
| <b>Physician Office Visits</b>                              | 100% after \$15 copayment | 80% after deductible                                               |
| <b>Specialist Office Visits</b>                             | 100% after \$15 copayment | 80% after deductible                                               |
| <b>Preventive Care</b>                                      |                           |                                                                    |
| <i>Adult</i>                                                |                           |                                                                    |
| Routine physical exams                                      | 100% after \$15 copayment | Not Covered                                                        |
| Routine gynecological exams, including a PAP Test           | 100% after \$15 copayment | 80% (deductible/lifetime maximum does not apply)                   |
| Mammograms, as required                                     | 100%                      | 80% after deductible                                               |
| <i>Pediatric</i>                                            |                           |                                                                    |
| Routine physical exams                                      | 100% after \$15 copayment | Not Covered                                                        |
| Pediatric immunizations                                     | 100%                      | 80% (deductible/lifetime maximum does not apply)                   |
| <b>Emergency Room Services</b>                              |                           | 100% after \$35 copayment (waived if admitted)                     |
| <b>Ambulance</b>                                            | 100%                      | 80% after deductible                                               |
| <b>Hospital Expenses</b>                                    |                           |                                                                    |
| Inpatient                                                   | 100%                      | 80% after deductible                                               |
| Outpatient                                                  | 100%                      | 80% after deductible                                               |
| <b>Maternity</b>                                            | 100%                      | 80% after deductible                                               |
| <b>Infertility Counseling, Testing and Treatment①</b>       | 100%                      | 80% after deductible                                               |
| <b>Assisted Fertilization Procedures</b>                    |                           | Not Covered                                                        |
| <b>Medical/Surgical Expenses (Except Office Visits)</b>     | 100%                      | 80% after deductible                                               |
| <b>Spinal Manipulations</b>                                 | 100% after \$15 copayment | 80% after deductible                                               |
| <b>Diagnostic Services (Lab, X-Ray and other tests)</b>     | 100%                      | 80% after deductible                                               |
| <b>Physical Therapy</b>                                     | 100% after \$15 copayment | 80% after deductible                                               |
| <b>Speech Therapy</b>                                       | 100%                      | 80% after deductible                                               |
| <b>Occupational Therapy</b>                                 | 100%                      | 80% after deductible                                               |
| <b>Durable Medical Equipment, Orthotics and Prosthetics</b> | 100%                      | 80% after deductible                                               |
| <b>Hospitalized Nursing Facility Care</b>                   | 100%                      | 80% after deductible                                               |
| <b>Home Health Care</b>                                     | 100%                      | 80% after deductible                                               |
| <b>Private Duty Nursing</b>                                 | 100%                      | 80% after deductible                                               |

| Benefit                                | In-Network                                                                                                            | Out-of-Network       |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------|
| Hospice                                | 100%                                                                                                                  | 80% after deductible |
| Physical Health②                       |                                                                                                                       |                      |
| Inpatient                              | 100%                                                                                                                  | 80% after deductible |
| Outpatient                             | 100%                                                                                                                  | 50% after deductible |
| Substance Abuse (PA Mandated Benefit)③ |                                                                                                                       |                      |
| Inpatient                              | 100%                                                                                                                  | 80% after deductible |
| Detoxification                         | Combined Limit: 7 days/admission; 4 admissions/lifetime                                                               |                      |
| Rehabilitation                         | 100%                                                                                                                  | 80% after deductible |
|                                        | Combined Limit: 30 days/calender year; 90 days/lifetime                                                               |                      |
| Outpatient                             | 100%                                                                                                                  | 50% after deductible |
|                                        | Combined Limit: 60 visits/calender year; 120 visits/lifetime                                                          |                      |
| Precertification Requirements          | Performed by Provider                                                                                                 | Performed by Member④ |
| Prescription Drug Program              | <b>Retail Drugs</b><br>80% Plan, 20% Plan Member<br>Mandatory Generic⑤<br>Maximum available at Retail - 31-day supply |                      |
|                                        | <b>Maintenance Drugs through Mail Order</b><br>80% Plan, 20% Plan Member<br>Mandatory Generic⑤<br>90-day Supply       |                      |
| Annual Deductible                      |                                                                                                                       |                      |
| Individual                             | None                                                                                                                  | \$125 Individual     |
| Family                                 | None                                                                                                                  | \$375 Family         |
| Annual Coinsurance Maximums            | None                                                                                                                  | \$625 Individual     |
|                                        |                                                                                                                       | \$1,250 Family       |

**Questions? Call 1-800-215-7865**

**Reference Code: P0070904**

*(Please have your Reference Code ready when you call)*

- ④ Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- ⑤ State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-for-two basis) may apply to a diagnosis of serious mental illness. Serious mental illnesses include: schizophrenia, schizo-affective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder. Once mental health limits are exhausted, both inpatient and outpatient serious mental illness services must be provided by a network provider (see above-referenced benefits for plan limits).
- First Course of treatment paid at 80% after deductible; subsequent courses of treatment paid at 50% after deductible.
- Member is required to contact the Plan prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related admission. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered.
- The member is responsible for the payment differential when a generic drug is authorized by the physician and the patient elects to purchase a brand drug. The member payment is the price difference between the brand drug and generic drug in addition to the brand drug copayment or coinsurance amounts which may apply.

SIDE AGREEMENT

This Side Agreement entered into this 16<sup>th</sup> day of June, 2004, by and between:

Franklin Area School District

And

Franklin Area Education Association

Witnesseth:

WHEREAS, the parties hereto have concluded negotiations for a new Collective Bargaining Agreement with an effective date of July 2, 2004; and,

WHEREAS, the parties have agreed that certain limited items shall require retroactive payment prior to the July 2, 2004, effective date and back to July 1, 2002, as applicable; and

WHEREAS, the parties desire to set forth in writing their agreement, notwithstanding the effective date of July 2, 2004, for the new Collective Bargaining Agreement between them.

NOW, THEREFORE, intending to be legally bound, the parties have agreed as follows:

1. The new Collective Bargaining Agreement has an effective date of July 2, 2004, and there are no retroactive provisions applying to these parties as set forth in said Agreement, except to the extent that the retroactive provisions are specifically set forth in this "Side Agreement".
2. The provisions which are retroactive to July 1, 2002, are the following:
  - a. Professional employee salaries for regular and part-time professional employees who taught during the 2002-03 and 2003-04 school years, but specifically excluding substitute employees and long-term substitute employees who have been compensated the full compensation to which they are entitled. Specifically, the long-term substitute language contained in the July 2, 2004, Collective Bargaining Agreement is prospective only from that date and is not retroactive. Therefore, there is no retroactive payment for, or application of said language to, long-term substitutes. Regular substitutes are not covered by the Collective Bargaining Agreement.
  - b. Extra Duty Compensation VII E

- c. Activities VII F 1
- d. Athletic Salaries VII F 4b
- e. Secondary Teaching Load VII C
- f. Intramural VII F 3a

3. Other than as set forth above, there are no other retroactive payments due to any person under the terms of this Side Agreement or the new Collective Bargaining Agreement.

4. This Side Agreement constitutes the entire agreement between the parties, except the same be in writing and signed by both parties.

WITNESS the hands and seals of the parties hereto, intending to be legally bound hereby, the day and year first above written.

FRANKLIN AREA SCHOOL DISTRICT

Attest:



Laura J. Ulbrich

Secretary



Donald L. Meiss

President

FRANKLIN AREA EDUCATION ASSOCIATION

Witness:



Bryan S. Schreyer



Kim Bresenhan

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